

1 Martin E. Rosen (SBN CA 108998)
mrosen@hinshawlaw.com
2 Larry M. Golub (SBN CA 110545)
lgolub@hinshawlaw.com
3 HINSHAW & CULBERTSON LLP
633 West 5th Street, 47th Floor
4 Los Angeles, CA 90071-2043
Telephone: 213-680-2800
5 Facsimile: 213-614-7399

6 JENNY H. WANG (SBN 191643)
jwang@hinshawlaw.com
7 HINSHAW & CULBERTSON LLP
4675 MacArthur Court, Suite 545
8 Newport Beach, CA 92660
Telephone: 949-757-2800
9 Facsimile: 949-752-6313

10 Attorneys for Defendant
United of Omaha Life Insurance Company
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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 JENNIFER BENTLEY, as trustee of the
2001 Bentley Family Trust,

15 Plaintiff,

16 vs.

17 UNITED OF OMAHA LIFE INSURANCE
18 COMPANY,

19 Defendant.

Case No. 2:15-cv-07870-DMG-AJW
(Honorable Dolly M. Gee)

**DECLARATION OF LARRY M.
GOLUB IN SUPPORT OF
DEFENDANT UNITED OF
OMAHA LIFE INSURANCE
COMPANY'S MOTION TO
DENY CLASS CERTIFICATION**

Hearing Date: January 5, 2018
Hearing Time: 9:30 a.m.
Courtroom: 8C

Discovery Cut-Off: 5/22/18
Pre-Trial Conf. Date: 8/28/17
Trial Date: 9/25/18

Complaint Filed: August 27, 2015

DECLARATION OF LARRY M. GOLUB

I, Larry M. Golub, hereby declare as follows:

1. I am an attorney licensed to practice in all the courts in the State of California and a member of Hinshaw & Culbertson LLP, attorneys for Defendant United of Omaha Life Insurance Company (“United”). I am one of the attorneys primarily responsible for the handling of this matter. I have personal knowledge of the facts declared herein and if called upon to testify can and will testify competently thereto.

2. Counsel for Plaintiff Jennifer Bentley noticed the deposition of United’s corporate representative to testify on 24 separate topics pursuant to Federal Rule of Civil Procedure 30(b)(6). United designated three persons to provide testimony as to these 24 topics. I attended those depositions, which took place in Omaha, Nebraska and were completed on December 13, 2017. The deposition questioning included topics relevant to class-wide issues, including policies issued and delivered outside California.

3. Plaintiff has and continues to push for discovery in an ongoing effort to expand the number of class members, including beneficiaries of life insurance policies issued or delivered outside California (“non-California policies”) that will likely culminate in costly discovery disputes.

4. After expending significant time and effort, United produced information concerning non-California policies issued before the effective date of the Statutes and that were “renewed” in California thereafter, where the policy then lapsed for non-payment of premium and the insured died. Ultimately, United determined there is only one such non-California policy.

5. Once Plaintiff’s counsel discovered that fact, in an ostensible effort to further expand the proposed class, Plaintiff’s counsel John Bjork informed me that Plaintiff intends to pursue additional information about non-California policies in which the insured did not die after the policies lapsed. This pursuit is being made

1 despite the fact that the proposed class is defined as being comprised of
2 beneficiaries who made a claim, or were eligible to make a claim, under a life
3 insurance policy, and no beneficiary can make a claim or is eligible to make a claim
4 under any life insurance policy unless and until the insured dies. On that basis,
5 United intends to oppose efforts at discovering information about policies under
6 which the insured did not die.

7 6. Mr. Bjork further informed me that Plaintiff intends to pursue
8 discovery as to non-California policies that were issued **after** the effective date of
9 the Statutes, January 1, 2013, and “renewed” after that date, which is a much more
10 expansive time period than the one that applies to policies issued in California:
11 **prior to** January 1, 2013.

12 7. Regarding Plaintiff’s records subpoena to ten (10) third-party insurers,
13 Plaintiff has demanded from them, *inter alia*, documents regarding their
14 interpretation of the applicability of the Statutes to “policies initially issued or
15 delivered **outside of California** but renewed within California on or after January 1,
16 2013.” Nine out of ten of the insurers served wholesale objections to the subpoena,
17 and only one insurer produced any substantive information – and significantly it did
18 not provide information or documents as to non-California policies.

19 8. A declaration submitted by this one insurer explicitly stated that,
20 “[s]ince January 1, 2013, for policies issued or delivered **in California**,” it “has
21 included in the Annual Policy Statement a notice reminding the policy owner that
22 he/she could designate a secondary addressee to receive copies of policy notices and
23 other documents/letters.” It earlier confirmed that it sent such annual statements to
24 “policy owners whose policies were issued or delivered **in California**.” (Emphasis
25 added.) A true and correct copy of the November 8, 2017 declaration submitted by
26 this insurer is attached hereto as Exhibit A.

27 9. Presumably, Plaintiff will pursue further responses from not only the
28 nine third party insurers that objected to Plaintiff’s subpoenas, but also the one

1 insurer that limited its responses to policies issued or delivered in California. As of
2 the time this declaration is being submitted, I am unaware that any of the nine
3 objecting non-party insurers has provided any documents in response to the
4 subpoenas or any declaration.

5 I declare under penalty of perjury under the laws of the United States that the
6 foregoing statements are true and correct.

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8 Executed on December 20, 2017, at Los Angeles, California.

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10 /s/ Larry M. Golub

11 LARRY M. GOLUB
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